

**EXHIBIT C-3: 2ND TIER SUBCONTRACTOR'S/ SUPPLIER'S  
PARTIAL WAIVER OF LIEN AND RELEASE**

Project Title: \_\_\_\_\_ AFC Job#: \_\_\_\_\_

Project Location: State of: \_\_\_\_\_ Application#: \_\_\_\_\_

Project Location: County of: \_\_\_\_\_ Period Ending: \_\_\_\_\_

Whereas the undersigned has been employed by \_\_\_\_\_ to furnish  
\_\_\_\_\_ for the premises known as \_\_\_\_\_

Of which \_\_\_\_\_ is the Owner.

Amount Paid to Date: \$ or % \_\_\_\_\_ Balance Remaining: \$ or % \_\_\_\_\_

The undersigned for and in consideration of the payments made to it by the Subcontractor/Supplier, or to a subcontractor, materialman, or supplier of the undersigned, for labor, services, materials, fixtures, apparatus, improvements, and/or equipment furnished for the above described premises, does hereby waive and release any and all lien or claim or right of lien under the statutes of the State(s) of the site of the labor or services performed or the materials, equipment, fixtures, or apparatus furnished relating to Mechanics Liens on the above described premises and improvements thereon and on the monies or other considerations due from AllertonFox Construction, LLC and/or the Owner, on account of labor services, material, fixtures, apparatus, or improvements heretofore furnished to this date by the undersigned for the above described premises.

Contractor warrants that it has not assigned and will not assign its claim for payment, nor its right to perfect a lien against the Property with respect to the rights herein released. The person executing this document warrants that he/she is authorized to do so, has personal knowledge of the facts set forth herein, and is under no duress to execute this lien waiver.

The undersigned states that it has not assigned any claim or payment against the Owner and/or AllertonFox Construction, LLC, and their agents, partners, lenders successors and assignees, and that no security interest has been given or executed by the undersigned for or in connection with any materials, appliances, machinery, fixtures or furnishings placed upon or installed on the above described premises. Further, the undersigned agrees to indemnify and hold harmless the Owner and AllertonFox Construction, LLC, and their agents, partners, lenders, successors and assignees, from any charges, costs, expenses, demands, suits and/or legal fees, directly or indirectly relating to any lien or claim by any other party for work, labor, services, material, and/or equipment which relates to that which the undersigned performed or should have performed, and from and against any lien or claim relating to any work, labor, services, material, and/or equipment allegedly performed by or for the undersigned. Finally, the undersigned states that it has the right, power and authority to execute this instrument, which shall be an independent covenant.

Executed under seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Attest or Witness;**

Notary - State of: \_\_\_\_\_

Notary - County of: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

[AFFIX NOTARY SEAL]

Vendor Name: \_\_\_\_\_

By (Signature): \_\_\_\_\_

By (Print Name): \_\_\_\_\_

Title: \_\_\_\_\_